

The new trustee will be allowed a reasonable sum for counsel fees, which may be fixed now, or may await the settlement of his accounts.

NICHOLAS HAMMOND for Exceptants.

CORNELIUS MCLEAN for Trustee and Complainants.

JOHN GLENN
vs.
BEALE RANDALL ET AL. } JULY TERM, 1848.

Whether a conveyance is fraudulent or not under the statute of 13 *Elizabeth*, ch. 5, depends upon its being made upon a good consideration and *bona fide*. It is not sufficient that it is upon a good consideration or *bona fide*. It must be both, and if not, is void as to creditors; and the words "good consideration" in the statute, must be understood to include valuable as well as good.

Though a complainant in equity may read a portion of an answer, and is not bound, as he would be at law, to read the whole, yet he will not be allowed to read a passage from the answer for the purpose of fixing the defendant with an admission, without reading the explanations and qualifications by which the admission may be accompanied.

The bill alleges, that the deeds sought to be vacated as fraudulent, are destitute of any valuable consideration of any description; and the defendants are expressly asked to discover what consideration was paid, and to whom; and the answer admits, that a part of the purchase money was paid after the execution of the deeds in discharge of the debts of the grantor assumed by the grantees, a part having been previously paid. **HELD—**

That the plaintiff should not be permitted to catch hold of the admission that the consideration was not all paid to the grantor at the time of, and prior to, the execution of the deeds, and exclude that portion of the answer which states how and when it was paid.

If a plaintiff chooses to read a passage from the defendant's answer, he must read all the circumstances stated in the passage, and if the passage so read contains a reference to any other passage, that must be read also.

Where deeds are impeached for fraud, and it is shown by the admissions of the answers, that the considerations upon which they profess to have been executed, were not paid in manner and form, as declared upon their face, the party claiming under them will not be permitted to prove any other consideration in their support.

But this rule does not apply to a case where the object is not to setup any other additional consideration to the one mentioned in the deed, but to prove that that very consideration was paid, not to the grantor himself, but to his creditors, with his knowledge and at his request.